

Like leather thank a cow

Fabric and Leather Accident Protection (FLP)

AGREEMENT

This document sets forth the entire agreement between BlvdHome, hereafter referred to as "BlvdHome" and the purchaser hereafter referred to as "You" and "Your." In return for payment of the BlvdHome Fabric and Leather Protection (FLP), and subject to all terms and conditions of this agreement, BlvdHome will:

- a. Offer professional advice for stain removal.
- b. Pay labor and replacement parts necessary to clean or repair the covered furniture piece(s) due to accidental stains or damage from normal household use occurring within the term of this agreement. We will go out and spot clean a specific stain, but we do not professionally clean an entire piece.
- c. Replace the affected portion of the fabric or leather if an authorized service provider cannot remove a stain or repair the affected area. If the fabric, leather, mechanisms or electrical parts are not available, BlvdHome will, at their discretion, replace the furniture piece(s) with one equal to the original purchase price of the damaged or stained piece.
- d. Pay labor and replacement parts necessary to repair mechanical and electrical parts.
- e. Replace any matching furniture pieces of the affected piece if it is replaced with something other than the original fabric or leather, or the mechanism/electrical parts are not available up to the purchase price of the original item, if all matching pieces are also covered by the FLP

This agreement applies only to new residential use furniture purchased from BlvdHome, by the original purchaser The purchaser shall reasonably cooperate with BlvdHome in its efforts to perform its obligations under this agreement.

Covered Stains and damage: Includes but is not limited to:

- Any stains from food and beverages normally consumed by humans.
- Any stain related to a single occurrence.
- Ink, dye, corrosives, paint, nail polish, gum or markers.
- · Accidental cuts, tears, or punctures.
- Inoperable mechanisms, springs or handles

- Metal or wood frames
- Damaged or Defective electrical cords and remotes
- Seam Separation or slippage

NOTE: FLP does not eliminate the need for routine care and maintenance as recommend by the manufacture.

Obtaining service: Call BlvdHome at 435-986-2915 for free professional stain removal instructions and/or to initiate a claim for professional cleaning of effected area or repair. You must report any stains or covered damage to BlvdHome within 5 days of the date the stain or damage occurred

Time and place of Service: Service will be provided during the hours of 8:00am to 4:00pm local time Monday through Friday excluding holidays. On-site service will be provided at your residence within BlvdHome's authorized service area. BLVDHOME reserves the right to pick up the affected item for in-shop repair if the damage/defect is deemed too extensive to be done in your home.

If your residence is located outside BlvdHome's local service area, you will be responsible for payment of transportation costs to bring your furniture to BlvdHome's Distribution Center if repair service is needed.

LIMITATIONS OF COVERAGE:

This agreement does not cover the following items:

- Normal soiling from everyday use.
- Gradual buildup of body oils, or perspiration resulting in flaking, peeling, or color loss.
- Dust, dirt, hair or smoke.
- Stains resulting from human/pet bodily fluids. (Urine, feces, vomit, blood.)
- Damage due to heat or sunlight exposure
- Surface scratches, flaws or fading in fabric or leather. Neglect, abuse, wear and tear, or animal damage.
- Misuse or failure to comply with manufacturer's instructions on usage, care, maintenance and cleaning.
- Damage caused to the mechanical or electrical components of the product, caused by failure to comply with the manufacture's guidelines, abuse or excessive use.
- Lost parts, such as handles, remotes, knobs, or replacement of bulbs, batteries etc.
- Damage caused by flood, fire, vandalism, theft, acts of violence or any natural disaster.

NOTE: Where a piece of leather or upholstered furniture is damaged by puncture, rips, cuts or tears, liability will only extend to the best possible repair of damaged area. Topical treatments may adversely impact the integrity of the product. This agreement excludes any claim or liability for defects or damage caused by any topical treatment. Upholstered fabrics and Leather should be kept out of direct sunlight.

EXCLUSIONS UNDER THIS AGREEMENT

The cost of repairs or cleaning carried out by anyone other than an authorized BlvdHome service provider. Service provider trip costs for missing a scheduled appointment. Use in a non-residential environment, public or vacation rentals, in transit or in storage. Damage caused by improper cleaning or stain removal methods. Damage caused by insects or any consequential loss of any kind. Losses covered by an insurance policy. Items deemed to have expired their useful existence due to neglect or abuse within the term of the agreement. Routine cleaning, care and maintenance of fabric or leather that are soiled through daily use.

Coverage Term: 5 years from date of purchase. Coverage term is inclusive of any manufacturer's warranty period. Parts and on-site service already covered under the original warranty will be provided under that warranty and no liability shall be established here under if covered by an original manufacturer's warranty.

Cancellation: BlvdHome reserves the right to terminate this agreement for non-payment of BlvdHome Fabric and Leather Protection (FLP). If the purchase was made on a BlvdHome finance account, the account must be in good standing for this agreement to be valid. Upon replacement or monetary settlement, there is no longer any contractual obligation under this agreement for the affected item. A one-time replacement of a furniture piece constitutes complete usage of this agreement for the item. An item provided as a replacement under this agreement will not be covered by this agreement. It is eligible for purchase of BlvdHome Fabric and Leather Protection (FLP) for the new product.

State Variations: Certain states have specific conditions. Any provision within this agreement which conflicts with state laws where you purchased this agreement will be extended to meet state legislation.

Purchaser Records: You must provide the original sales receipt or other proof of purchase as a condition for receiving service under this agreement. YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS AGREEMENT IN A SAFE PLACE.

This is not an insurance policy: Obligations under this agreement are guaranteed by BlvdHome, 390 North Mall Dr., St. George, UT 84790.

Entire Agreement: This is the entire agreement and no other oral modifications are valid.

Limitation Of Liability: BlvdHome, their employees, agents, contractors or licensees will not under any circumstances be liable for any incidental or to, property damage, lost time from delays in service or the inability to render service on any covered product. There are no express or implied warranties made herein.